

**HIGH POINT REGIONAL BOARD OF EDUCATION
AND
MONTAGUE TOWNSHIP BOARD OF EDUCATION
SENDING/RECEIVING AGREEMENT**

THIS AGREEMENT dated this ___ day of _____, 2013, by and between the Board of Education of the High Point Regional School District in the County of Sussex with offices at 299 Pidgeon Hill Road, Wantage, New Jersey 07461 ("High Point" or "Receiving District") and the Board of Education for the Montague Township School District in the County of Sussex with offices at 475 U.S. Route 206, Montague, New Jersey 07827 ("Montague" or "Receiving District").

WITNESSETH

WHEREAS, Montague desires to send its high school pupils, grades 9 through 12, to High Point Regional High School and to designate High Point Regional High School as the school for attendance of Montague pupils pursuant to the provisions of N.J.S.A. 18A:38-1.1 et seq. and in accordance with the terms set forth herein; and

WHEREAS, High Point is willing to accept such Montague pupils at its high school and to furnish high school educational services to Montague pupils in grades 9 through 12 pursuant to N.J.S.A. 18A:38-8 et seq. and in accordance with the terms set forth herein; and

WHEREAS, the parties desire to enter into this Agreement so as to establish a "sending-receiving" relationship pursuant to the provisions of N.J.S.A. 18A:38-11 et seq.;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Montague, as the sending district, hereby affirms and designates High Point as the receiving district for Montague High School pupils, in accordance with the provisions of N.J.S.A. 18A:38-11 et seq. and the terms of this Agreement. High Point hereby accepts such designation.

2. Term. The term of this Agreement shall be ten (10) years, commencing with the **2014-2015** school year and running through the **2023-2024** school year, based on the following schedule:

- A. Montague will begin sending and High Point will begin receiving 9th grade students in the general education program effective September 1, 2014;
- B. Montague will begin sending and High Point will begin receiving 10th grade students in the general education program effective September 1, 2015;
- C. Montague will begin sending and High Point will begin receiving 11th grade students in the general education program effective September 1, 2016;
- D. Montague will begin sending and High Point will begin receiving 12th grade students in the general education program effective September 1, 2017;
- E. Montague will begin sending and High Point will begin receiving select special needs students in grades 9 through 12 effective September 1, 2013. It is anticipated that Montague will begin sending and High Point will begin receiving all other special needs students in accordance with the schedule in paragraphs A through D above.

3. The Agreement may be renewed or extended as set forth below.

4. Provision of High School Program. During the entire term of this Agreement or any extension thereof, High Point shall provide a high school education for all Montague pupils in accordance with the requirements of N.J.S.A. 18A:38-11 et seq. and in accordance with the terms set forth herein and the mandates of N.J.S.A. 18A:33-1 et seq. together with other applicable rules and regulations of the New Jersey State Board of Education. Montague students attending High Point Regional High School shall receive equal educational opportunities and

shall be accorded all the rights, privileges and status enjoyed by resident students of High Point attending grades 9 through 12.

5. Tuition. Montague and High Point agree that Montague will pay tuition to High Point for Montague pupils attending High Point Regional High School, pursuant to the terms of this Agreement.

The parties agree that the following flat per pupil tuition rates will cover the base tuition costs for general education and special education inclusion pupils during the term of this agreement:

2014-2015	\$14,500.00
2015-2016	\$14,796.00
2016-2017	\$15,098.00
2017-2018	\$15,406.00
2018-2019	\$15,720.00
2019-2020	\$16,041.00
2020-2021	\$16,368.00
2021-2022	\$16,702.00
2022-2023	\$17,043.00
2023-2024	\$17,391.00

For any special education pupils sent to High Point during the 2013-2014 school year pursuant to Section 2E of this Agreement, the base per pupil tuition rate for inclusion students for that year shall be \$14,500.00.

The parties further agree that the annual base per pupil tuition rate for Montague's general education and special education inclusion students in any given year shall not exceed the certified tuition rate as calculated pursuant to N.J.S.A. 18:38-19 and N.J.A.C. 6A:23-3.1, or as said law and regulation may be subsequently amended (the "State formula"). To the extent the audited tuition rate pursuant to the State formula in a given year exceeds the per pupil tuition rate set forth in this Agreement, Montague shall not be responsible to pay the difference.

All tuition payments in any given school year during the term of this Agreement shall be made by Montague in ten (10) equal monthly installments with the first payment due by September 30th and the succeeding monthly payments due by the last day of each succeeding month for the entirety of the duration of this Agreement.

6. Transportation.

Montague shall be responsible for the provision and cost of transportation for all Montague pupils educated by High Point. High Point shall be responsible for all pupil management issues, as they relate to discipline, of transported Montague students.

7. Notification of Projected Enrollments.

Montague shall notify High Point in writing of the estimated daily enrollment of students expected to be sent during the ensuing school year no later than November 15 preceding the beginning of the ensuing school year.

8. Policy and Procedural Provisions Governing the Sending and Receiving Relationship Between High Point and Montague. The parties hereby agree to abide by, in addition to the requirements of N.J.S.A. 18A:38-8.1 and 18A:38-8.2, the following policies and procedures:

A. High Point shall provide adequate notice to Montague of all such potential decisions and actions and afford Montague representatives an opportunity to be heard regarding any such decisions and actions at High Point meetings at which decisions and actions are considered. Such notice obligations shall be satisfied by High Point's sending to Montague's Business Administrator as soon as it is available, a copy of the agenda for each public meeting of High Point. Said agenda will be available to Montague and their residents as soon as it is available to High Point's residents.

B. The respective Boards shall operate in accordance with N.J.S.A. 18A:38.8.2 with regard to representation of Montague on the High Point Regional Board of Education.

C. The Superintendents of the two (2) districts shall maintain an open and ongoing relationship and shall meet monthly during the school year. This schedule of meetings shall be mutually developed by the superintendents and communicated to their respective Boards of Education on/before September 1 of each year. The agenda and a written report about these meetings shall be developed jointly by the superintendents for submission to their respective Boards of Education.

D. There shall be mutually acceptable coordination between the two (2) districts regarding the following areas:

- Orientation of Montague Township eighth (8th) grade students into High Point Regional High School
 - Curriculum articulation
 - Program articulation
 - Student records transfer
- Pupil progress information regarding Montague Township students attending High Point Regional High School
 - Student scheduling
 - Extracurricular activities
 - Transportation schedules
 - School closings, delayed opening, and early dismissals
 - Annual school calendar
- Such other areas as determined by the Superintendents and/or Boards of Education

E. The principals of High Point Regional High School, shall meet three (3) times during each school year with each of the principals from the Montague Township schools from which High Point will be receiving students in the succeeding year. This schedule of meetings shall be mutually developed by the superintendents with input from their principals and communicated to the respective Boards of Education on/before September 1st of each year. The agenda and a written report of these meetings shall be developed jointly by the principals and submitted to their respective superintendent of schools.

F. There shall be at least two (2) meetings of department chairpersons from High Point and Montague during the school year. The schedule of meetings shall be developed by the superintendents and communicated to the Boards of Education on/before September 1st of each year. Other meetings may be held as determined by the two (2) districts. Reports of such meetings shall be mutually developed and submitted to the respective superintendents of schools.

9. Special Education. The parties agree that the administrative representatives of each District responsible for Special Education shall meet as needed monthly to share information, be updated on progress and resolve problems of classified Montague pupils being served by High Point. This consultation shall include, but not be limited to, changes in Individual Evaluation Programs ("IEPs"), classification, programs, and service options. In

addition, said representative shall meet annually to plan, in cooperation with the High Point Regional High School Guidance Department, the first year high school programs for classified Montague 8th grade pupils. A member of the High Point Regional High School Child Study Team will attend and provide input at classified Montague 8th grade students' annual review meetings.

The parties further agree as follows:

- A. High Point, through its child study team and special services department, shall provide all services necessary to identify, evaluate, classify and recommend educational programs and placements for students sent by Montague to High Point pursuant to the sending-receiving relationship between the Boards.
- B. High Point shall further administer and monitor all special education placements furnished to Montague students, including drafting and review of IEPs, parental consultations, and other administrative functions.
- C. The tuition paid by Montague to High Point pursuant to the provisions of N.J.A.C. 6A:23-3.1 shall cover the cost of all child study team services rendered by High Point employees, or by child study team services independently obtained by High Point through membership in a consortium or through independent contracts with firms or professional associations which provide such services.
- D. In circumstances where High Point is able to provide an appropriate special education placement to a Montague student within the confines of the High Point school district (i.e., where the student's disabling educational condition does not necessitate an out-of-district public or private non-residential or residential placement), the student in question, shall be listed by High Point as a "High Point student" for purposes of State aid reimbursement, and Montague shall be responsible to pay any additional costs for such students, including, but not limited to, related services, individualized or shared paraprofessionals/aides, and placement in resource rooms and/or self-contained programs. Said payments shall be in addition to the regular tuition paid pursuant to section 5 of this Agreement.
- E. The cost of special education services for Montague students requiring non-residential day placements or residential placements outside the High Point

Regional School District shall be borne in full by Montague, including the cost of related services. Such students shall be listed by Montague as a "Montague student" for purposes of state aid reimbursement. High Point shall provide the child study team services necessary for the administration and monitoring of such cases.

F. High Point shall notify Montague's Superintendent of Schools, or his/her designee, as soon as is reasonably possible whenever High Point believes a Montague student is in need of a special education placement outside the High Point Regional school district. Such notification shall be a condition precedent to any obligation by Montague for tuition payment or other costs of enrolling such student in a non-residential, or residential placement outside of High Point. High Point shall consult with Montague for the purpose of discussing such placement and the costs incurred in connection therewith, but it is agreed that the decision of the High Point child study team with regard to appropriate educational placement and other related matters shall be final.

G. Any expenses incurred in connection with the placement of Montague students in non-residential or residential special education placements outside the High Point district shall be billed to High Point, which will in turn transmit those bills to Montague for payment.

H. High Point shall promptly transmit such special education bills or invoices to Montague so as to insure that appropriate educational services to Montague students are not interrupted.

I. In the event a dispute arises between High Point and parents/guardians of a classified Montague student regarding such parent/guardian's challenge to High Point's determination that the student be educated within the High Point district, Montague will be notified of the existence of said dispute. Upon notification, Montague must advise High Point within 10 business days thereafter regarding its decision as to a course of action for resolution of the dispute. Montague will have the option of either (1) agreeing to pay for the non-residential, or residential placement outside of High Point as set forth in paragraph E above or (2) Montague will oppose the out-of-district placement efforts made on behalf of the

student. In the event Montague chooses to oppose the placement efforts made on behalf of the student, Montague will be responsible for retaining counsel and all legal fees as a result of any such disputes as well as any payments due from a settlement or judgment. It is agreed that High Point officials will consult with Montague officials and cooperate with Montague's counsel relating to any such disputes.

10. Dispute Resolution. Both parties agree that personnel in the respective districts shall use good faith efforts to effectuate the terms and conditions of this agreement. Both parties agree that in the event of any dispute regarding the interpretation of this agreement they shall meet, through representatives, with a view toward amicably adjusting any differences in a manner which is equitable and in accordance with the stated intent and purpose of this agreement. In the event of a failure by the boards to amicably resolve such a dispute, it is stipulated that the Commissioner of Education, shall have jurisdiction to formally resolve such dispute in accordance with the provisions of N.J.S.A. 18A:6-9.

11. Renewal. No later than **January 1, 2023**, each party must notify the other, in writing, of its decision to either continue or terminate the sending/receiving relationship which is the subject matter of this Agreement.

12. Intention. It is the intention of the parties to continue their sending/receiving relationship for the full ten (10) year term provided for herein. Nothing in this Agreement, however, shall be construed to limit either party regarding its options for the school year subsequent to the said ten (10) year term.

13. Dispute. Any dispute or inability to agree as provided herein shall be settled pursuant to N.J.A.C. 6A:3-1.1 et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ATTEST: BOARD OF EDUCATION OF THE HIGH POINT
REGIONAL HIGH SCHOOL DISTRICT

Secretary

, President

ATTEST: BOARD OF EDUCATION OF THE TOWNSHIP OF
MONTAGUE

Secretary

, President